Ì	Lase 3.00-cv-01939-JES-JIMA Document	5 Filed 09/0	5/2006
1 2 3 4 5 6 7 8	GEORGE G. WEICKHARDT (SBN 58586) WENDY C. KROG (SBN 257010) ROPERS, MAJESKI, KOHN & BENTLEY 201 Spear Street, Suite 1000 San Francisco, CA 94105 Telephone: (415) 543-4800 Facsimile: (415) 972-6301 Email: gweickhardt@rmkb.com wkrog@rmkb.com Attorneys for Defendant CHASE BANK USA, N.A.	ES DISTRICT CO	DURT
9	FOR THE SOUTHERN	DISTRICT OF C	CALIFORNIA
10 11 12	GUADALUPE VIDALES; SENOBIO VIDALES,	NOTICE OF	8 CV 1535 JLS JMA MOTION AND MOTION TO
13	Plaintiffs,		d. R. Civ. P. 12(f)] AND TO d. R. Civ. P. 12(b)(6)]
	V.	Date:	October 30, 2008
14	CHASE BANK USA, N.A.,	Time: Courtroom:	1:30 p.m. 6
15	and DOES 1 through 10, inclusive,	Judge: The	Hon. Janis L. Sammartino
16	Defendants.		
17			
18	TO ALL PARTIES AND THEIR ATTOR		
19	PLEASE TAKE NOTICE that on O	ctober 30, 2008 a	t the hour of 1:30 p.m. in
20	Courtroom 6, at the above-entitled Court, loca		, , ,
21	95113, the Honorable Janis L. Sammartino pr	esiding, defendar	t Chase Bank USA, N.A. will and
22	hereby does move as follows:		
23	Chase moves to strike the following re	eferences in plain	riffs' complaint to credit card
24	accounts and communications because they are	re not relevant to	plaintiffs' claims and are thus
25	immaterial, under Fed. R. Civ. P. 12(f):		
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MOTION TO STRIKE AND TO DISMISS

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Complaint at page 7:

	Date	Туре	Comments
1	7/24/07	Billing Statement	Sent despite notice 1 (see above)
2	7/28/07	Billing Statement	Sent despite notice 1
3	8/1/07	Letter	Sent despite notice 1
4	8/2/07	Billing Statement	Sent despite notice 1
5	8/24/07	Billing Statement	Sent despite notice 1 and notice 2
6	8/28/07	Billing Statement	Sent despite notice 1 and notice 2
7	9/2/07	Billing Statement	Sent despite notice 1 and notice 2
8	9/24/07	Billing Statement	Sent despite notice 1 and notice 2
9	9/24/07	Phone Call	Sent despite notice 1 and notice 2
10	9/26/07	Billing Statement	Sent despite notice 1 and notice 2
11	9/28/07	Billing Statement	Sent despite notice 1 and notice 2
12	10/02/07	Billing Statement	Sent despite notice 1 and notice 2
13	10/24/07	Billing Statement	Sent despite notice 1 and notice 2
14	10/28/07	Billing Statement	Sent despite notice 1 and notice 2
15	11/2/07	Billing Statement	Sent despite notice 1 and notice 2
16	11/2/07	Letter	Sent despite notice 1 and notice 2
17	11/26/07	Billing Statement	Sent despite notice 1 and notice 2
18	11/28/07	Billing Statement	Sent despite notice 1 and notice 2
19	12/2/07	Billing Statement	Sent despite notice 1 and notice 2
20	12/24/07	Billing Statement	Sent despite notice 1 and notice 2
21	12/28/07	Billing Statement	Sent despite notice 1 and notice 2
22	1/2/08	Billing Statement	Sent despite notice 1 and notice 2
23	1/24/08	Billing Statement	Sent despite notice 1 and notice 2
24	1/28/08	Billing Statement	Sent despite notice 1 and notice 2

Chase further moves to strike the above-stricken billing statements, telephone log, and letters attached as Exhibit B to plaintiffs' complaint because they are not relevant to plaintiffs' claims and are thus immaterial, under Fed. R. Civ. P. 12(f).

Chase moves to dismiss plaintiffs' first cause of action for violations of the Federal FDCPA on the grounds that it fails to state a claim upon which relief can be granted, because

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Chase is not a	"debt collector"	under the Federal	Fair Debt Collection	Practices Act,	15 U.S.C. §
1692, et seq.					

Chase moves to dismiss plaintiffs' second cause of action for violations of the California FDCPA, on the grounds that it fails to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because the billing statements mailed to plaintiffs are excluded from communications considered harassing under the California FDCPA.

Chase moves to dismiss plaintiffs' third cause of action for intrusion upon seclusion on the grounds that it fails to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because it fails to plead the elements of intrusion into a private place and highly offensive conduct.

Chase moves to dismiss plaintiffs' fourth cause of action for tort in se for failure to state a claim upon which relief can be granted under Fed. R. Civ. P. 12(b)(6) because the alleged violations on which the tort in se claim relies fail in their entirety.

Dated: September 5, 2008 Respectfully submitted,

ROPERS, MAJESKI, KOHN & BENTLEY

By:/s/ Wendy C. Krog GEORGE G. WEICKHARDT WENDY C. KROG

> Attorneys for Defendants CHASE BANK USA, N.A.

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I. INTRODUCTION

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The complaint of plaintiffs Guadalupe Vidales and Senobio Vidales alleges that defendant Chase Bank USA, N.A. violated the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq., and the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq., and committed the tort of invasion of privacy. Plaintiffs allege that Chase communicated with plaintiffs to collect a debt after it had been advised that plaintiffs were represented by counsel, that plaintiffs were seeking bankruptcy protection, and that Chase was thus to cease and desist from all communications with plaintiffs. Plaintiffs base their allegations on billing statements mailed to plaintiffs, two letters and one telephone call to plaintiffs allegedly regarding the debt on their Chase credit card accounts.

Chase moves to strike the allegations of Chase's alleged violations to the extent that they reference credit card accounts or communications that are not relevant to plaintiffs' claims and are thus immaterial, under Fed. R. Civ. P. 26(f).

Chase moves to dismiss the first cause of action for failure to state a claim upon which relief can be granted under Fed. R. of Civ. P. 12(b)(6), because Chase is not a "debt collector" as defined by the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.

Chase moves to dismiss plaintiffs' second cause of action for violation of the California FDCPA for failure to state a claim upon which relief can be granted under Fed. R. of Civ. P. 12(b)(6) because the billing statements mailed to plaintiffs are excluded from communications considered harassing under the California FDCPA.

Chase moves to dismiss plaintiffs' claim for the tort of invasion of privacy (intrusion upon seclusion) under Rule 12(b)(6) on the ground that it fails to plead the elements of intrusion into a private place and highly offensive conduct.

Finally, Chase moves to dismiss plaintiffs' claim for tort in se because the alleged statutory violations on which they rely fail in their entirety.

II. FACTS ALLEGED

Plaintiffs incurred debt on several credit card accounts issued to them by Chase.

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Plaintiffs' complaint alleges that on July 23, 2007, they retained counsel, Doan, Levinson, & Liljegren, LLP, to assist them with obtaining bankruptcy protection and stopping communications from their creditors on two of the accounts.

According to the complaint, on July 24, 2007 and August 22, 2007, plaintiffs' counsel sent "Cease and Desist Orders" (Exhibit A to the complaint) to Chase which advised that plaintiffs were represented by counsel with respect to those two accounts, disputed the validity of the debts on those two accounts, and refused to pay those two accounts. The letters ordered Chase to cease all communications with plaintiff with respect to the debt on those two accounts. The letters are attached to the complaint, and attached hereto as Exhibit A.

The complaint further alleges that Chase contacted plaintiffs, through billing statements, letters, and a telephone call, after it received the "Cease and Desist Orders" from plaintiffs' counsel.

III. CAUSES OF ACTION ALLEGED

Plaintiffs' first cause of action alleges that Chase violated Cal. Civ. Code § 1788.17 and 15 U.S.C. §§ 1692(b)(6) and 1692(c)c by communicating with plaintiffs after it had allegedly been notified to cease and desist further communications with plaintiffs.

Plaintiffs' second cause of action alleges that Chase violated Cal. Civ. Code § 1788.14(c) by contacting and harassing plaintiffs after being notified of attorney representation.

Plaintiffs' third cause of action alleges "invasion of privacy (intrusion upon seclusion)" based on the allegation that the billing statements, letters and telephone call intruded upon plaintiffs' privacy.

Plaintiffs' fourth cause of action alleges tort in se based on Chase's alleged statutory violations of the California FDCPA, the Federal FDCPA, Cal. Civ. Code § 1708, and Cal. Civ. Code § 43.

IV. THE COURT SHOULD STRIKE ALLEGATIONS CONCERNING ACCOUNTS NOT MENTIONED IN THE CEASE AND DESIST LETTERS

As evidence of the alleged violations, plaintiffs attach the four representation letters as well as twenty-four "contact violations" in the form of billing statements, two letters, and a

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telephone log containing one telephone call from Chase. The representation letters only reference the consumer debt incurred on account numbers "42668410" and "42669020" (presumably the first eight digits of the accounts). Pursuant to Cal. Civ. Code § 1788.14(c), once a debt collector has been notified "in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the consumer debt and such notice includes . . . a request by such attorney that all communications regarding the consumer debt be addressed to such attorney" the debt collector is prohibited from collecting or attempting to collect on the debt. (Emphasis added).

As outlined on the following table, with the possible exception of the September 26, 2007 and November 26, 2007 billing statements regarding account number 4266-8410-xxxx-5361, none of the alleged communications concern the consumer debt mentioned in the representation letters.

	Date	Communication	Addressee	Account Number
1	7/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
2	7/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
3	8/1/07	Letter	Senobio Vidales	xxxx-xxxx-xxxx-7619
4	8/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
5	8/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
6	8/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
7	9/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
8	9/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
9	9/24/07	Phone Call	Unknown	Unknown
10	9/26/07	Billing Statement	Senobio Vidales	4266-8410-xxxx-5361
11	9/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
12	10/02/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
13	10/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
14	10/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
15	11/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
16	11/2/07	Letter	Guadalupe Vidales	4266-8510-xxxx-8599
17	11/26/07	Billing Statement	Senobio Vidales	4266-8410-xxxx-5361
18	11/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599

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19	12/2/07	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
20	12/24/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
21	12/28/07	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599
22	1/2/08	Billing Statement	Guadalupe Vidales	5183-3707-xxxx-7114
23	1/24/08	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-4705
24	1/28/08	Billing Statement	Guadalupe Vidales	4266-8510-xxxx-8599

It is clear, therefore, from the face of the complaint, that twenty-two of the twenty-four alleged communications concerned different credit card accounts for which plaintiffs had not retained representation. The only accounts for which plaintiffs' counsel could conceivably have sent notice to Chase were account numbers 4266-8410-xxxx-5361, and 4266-9020-xxxx-xxxx. Therefore, to the extent that the communications relate to credit card accounts not relevant to this action, the communications are immaterial should be stricken pursuant to Fed. R. Civ. P. 12(f).

A. The Billing Statements Include Several Accounts Not At Issue In This Case

As noted above, the 21 billing statements attached to plaintiffs' complaint B (and attached hereto as Exhibit B) involve the following accounts:

<u>Cardmember</u> :	Account Number:
Guadalupe Vidales	4266-8510-xxxx-4705
Guadalupe Vidales	4266-8510-xxxx-8599
Guadalupe Vidales	5183-3707-xxxx-7114
Senobio Vidales	4266-8410-xxxx-5361

There are no billing statements attached to plaintiffs' complaint for an account containing the digits "4266-9020" as referenced in the representation letter.

Therefore, the only billing statements which could conceivably be relevant to this action are the September 26, 2007 and November 26, 2007 billing statements regarding account number 4266-8410-xxxx-5361. All other billing statements are thus immaterial and should be stricken.

В. The Two Letters Sent by Chase Reference Accounts Not At Issue In This Case

The August 1, 2007 letter to Senobio Vidales references an account ending 7619. The letter is simply a confirmation of receipt of a communication from Senobio Vidales. The account RC1/5178507.1/WK1

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which is the subject of this letter is not referenced in any of the representation letters, is not an attempt to collect a debt, and is no other way relevant to this action.

The November 2, 2007 letter to Guadalupe Vidales is a notice of payment past due for an account letter and is, therefore ending 8599. It does not reference either of the accounts for which plaintiffs' counsel sent a representation, not relevant to this matter. The letters are attached hereto as Exhibit C.

C. The Telephone Call From "Chase" Is Vague and Immaterial

Plaintiffs attach a two page log of telephone calls, which includes a one minute call on 9/24/07 from "Chase." The log is attached hereto as Exhibit D. The log does not state who authored it, it does not reference any account numbers, it does not provide a summary of the telephone call, it does not state whether the telephone call was an attempt to collect a debt, or provide a single shred of evidence that would enable anyone to determine its relevance to plaintiffs' claims. The only information contained on the log is that someone had a one minute telephone call from "Chase" on September 24, 2007. It would be absurd for this "log" to be considered as evidence that Chase wrongfully attempted to communicate with a debtor to collect a debt on one of the accounts referenced in the representation letters.

In summary, all communications alleged, with the possible exception of the two billing statements for account 4266-8410-xxxx-5361, are irrelevant and immaterial to this action, and should thus be stricken.

V. CHASE IS NOT A "DEBT COLLECTOR" FOR PURPOSES OF THE THEREFORE, THE FEDERAL FDCPA CLAIM IS INVALID ON ITS **FACE**

In its first cause of action, the complaint alleges that Chase violated the Federal FDCPA "since it contacted and harassed VIDALES" after being notified of attorney representation. Complaint, ¶ 43. Additionally, plaintiff's fourth cause of action for tort in se relies, in part, on Chase's alleged violations of the Federal FDCPA. See ¶ 62.

Because Chase was admittedly attempting to collect a debt that was owed to it versus to a third party, it is not a "debt collector" within the meaning of the federal statute. The term "debt collector" is defined in 15 U.S.C. § 1692a(6) as: RC1/5178507.1/WK1

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... any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed, due or asserted to be owed or due another.

(Emphasis added).

The reference to debts due "another" has been held to exempt from the FDCPA an entity attempting to collect a debt owing to itself. Aubert v. American Gen. Finance, 137 F.3d 976, 978 (7th Cir. 1998) ["Creditors who collect in their own name and whose principal business is not debt collection, therefore, are not subject to the Act. This is consistent with the FDCPA's stated purpose of 'eliminating abusive debt collection practices by debt collectors." (citation omitted)]; McGuire v. Citicorp Retail Services, 147 F.3d 232, 235 (2d Cir. 1998) ["As a general matter, creditors are not subject to the FDCPA."]. Because Chase is not a debt collector, there can be no violation of the Federal Act and the first cause of action, in its entirety, and the fourth cause of action, insofar as it relies on the Federal FDCPA, should be dismissed.

VI. "STATEMENTS OF ACCOUNT" DO NOT CONSTITUTE PROHIBITED COMMUNICATIONS UNDER THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

As referenced above, the majority of the billing statements are not relevant to this matter. However, to the extent that any of the billing statements, specifically, those statements for account number 4266-8410-xxxx-5361, are relevant, such billing statements are explicitly exempted from the RFDCPA, California Civil Code, § 1788.14, which provides:

> No debt collector shall collect or attempt to collect a consumer debt by means of . . .

Initiating communications, other than statements of **account,** with the debtor with regard to the consumer debt, when the debt collector has been previously notified in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the debt . . . and a request by such attorney that all communications regarding the consumer debt be addressed to such attorney

(Emphasis added).

The definition of a statement of account is set forth in California Civil Code § 1810.3. It is clear, not only from the face of the statements of account attached to plaintiffs' complaint and

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styled "Statement for account number [account number]," but also from the provision of the statute, that the statements which Chase sent plaintiffs are "statements of account" within the meaning of § 1810.3 and that such statements may be sent to a debtor even after notification that a debtor is represented by counsel with respect to the debt.

In other words, the RFDCPA explicitly exempts statements of accounts, such as the type of statement of account Chase sent to plaintiffs, from the communications prohibited under Civil Code § 1788.14.

The Truth-in-Lending Act, 15 U.S.C. § 1601, et seq. also governs "open end consumer credit plans," such as the credit card account plaintiff had with Chase. Section 1637(b) requires that:

> The creditor of any account under an open end consumer credit plan shall transmit to the obligor, for each billing cycle at the end of which there is an outstanding balance in that account or with respect to which a finance charge is imposed, a statement setting forth [certain information about the account, including the outstanding balance on the account, the amount and date of each extension of credit during the period, the total amount credited to the account, and other information as set forth in the subsection].

Here, as can be seen on the face of the billing statements, plaintiffs had outstanding balances due on the accounts. Chase was thus required by law to provide plaintiffs with the statements of account as set forth in TILA, § 1637(b).

Therefore, to the extent that plaintiffs are relying on the billing statements for a violation of the California FDCPA, plaintiffs' complaint should be dismissed with prejudice on the ground that it fails to state a claim for relief.

VII. PLAINTIFF'S THIRD CAUSE OF ACTION FOR "INVASION OF PRIVACY (INTRUSION UPON SECLUSION)" FAILS TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

Plaintiffs' third cause of action for "Invasion of Privacy (Intrusion Upon Seclusion)" alleges that by calling plaintiffs and mailing letters and statements to plaintiffs regarding the

¹ "The term 'open end credit plan' means a plan under which the creditor reasonably contemplates repeated transactions, which prescribes the terms of such transactions, and which provides for a finance charge which may be computed from time to time on the outstanding unpaid balance" TILA, § 1602(i).

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credit card accounts, Chase intruded on and invaded plaintiffs' privacy "in such a way that would be highly offensive to reasonable persons in that position." Complaint, ¶ 60. As already argued, the majority of the alleged communications are not relevant here. However to the extent that plaintiff has provided any evidence of communications concerning the accounts referenced in the representation letters, plaintiffs have failed to allege the elements necessary for the tort of intrusion upon or invasion of privacy.

"One who intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns, is subject to liability to the other for invasion of privacy, if the intrusion would be highly offensive to a reasonable person." 5 WITKIN, SUMMARY OF CALIFORNIA LAW (10th ed. 2005), Torts, § 658, p. 963, citing to the Rest. 2d, Torts § 652B. In order to claim intrusion into private affairs, plaintiff must allege (1) that defendant intruded into a private place, conversation, or matter, and (2) that the intrusion would be highly offensive to a reasonable person. See, e.g., Sanders v. American Broadcasting Co., 20 Cal. 4th 907 (1999).

Plaintiffs' complaint alleges that over a period of six months, Chase contacted plaintiffs regarding their credit card accounts twenty-four times. Twenty-one of those contacts were in the form of billing statements, which, as stated above, are not relevant and/or are explicitly exempted from the types of communications considered harassing under the California FDCPA. The other contacts consist of two letters and one telephone call.

The two letters clearly are not relevant here because (1) as stated in section IV(c), supra, they do not involve one of the two subject accounts; and (2) neither letter meets the elements necessary for an invasion of privacy tort. The August 1, 2007 letter to Senobio Vidales is simply a receipt of a communication regarding account ending 7619. The November 2, 2007 letter simply advised Guadalupe Vidales that her account ending 8599 was past due. Finally, as already argued, the description of the telephone call is so vague and ambiguous that it is impossible to determine the nature of the call or its relevance to the subject matter of the complaint

Plaintiff's entire claim for intrusion upon seclusion is thus based on billing statements, one extremely vague log of a telephone call and two letters. Even if these communications were relevant to plaintiffs' claims, which Chase denies, they clearly do not constitute the "highly RC1/5178507.1/WK1

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offensive intrusion" contemplated by the courts.

Chase's Alleged Communications Do Not Constitute Intrusions Into A. Plaintiff's Private Place, Conversation, or Matter

Chase's letters and telephone call do not meet the first element of an intrusion into private affairs claim. "To prove actionable intrusion, the plaintiff must show that the defendant penetrated some zone of physical or sensory privacy surrounding, or obtained unwanted access to data about, the plaintiff." WITKIN, at 964 (emphasis added). It is plain from the case law that placing a telephone call or mailing a letter is not an intrusion into some zone of privacy.

Most of the cases involve an actual physical intrusion into a zone of privacy. For example, in Miller v. National Broadcasting Co., 187 Cal. App. 3d 1463 (1986), an NBC news field producer, along with his camera crew, entered private homes with a unit of paramedics and filmed the paramedics' activities. Holding that the plaintiff had a cause of action for breach of privacy, the court noted, "reasonable people could regard the NBC camera crew's intrusion into Dave Miller's bedroom at a time of vulnerability and confusion occasioned by his seizure as 'highly offensive' conduct, thus meeting the limitation on a privacy cause of action Restatement of Torts, section 652B imposes." Id. at 1483.

The Miller court also cited De May v. Roberts, 46 Mich. 160 (1881):

One of the early cases in this country ... awarded damages against a person who intruded into a place where a woman was giving birth to a child ([9 N.W. 146]). That was considered "highly offensive."

Miller, at 1483 (emphasis added).

Likewise, in Noble v. Sears, Roebuck & Co., 33 Cal. App. 3d 654 (1973), a private investigating firm was hired to help assist with the defense of a personal injury action. In an effort to obtain information from plaintiff, an investigator gained admittance to a hospital room where plaintiff was confined, and by deception, obtained the information. Based, in part, on the investigator's intrusion into plaintiff's hospital room, the court held that that plaintiff had alleged a cause of action for a violation of her right to privacy, because plaintiff could assert an argument that she had an exclusive right of occupancy to her hospital room. *Id.* at 272-73.

In Shulman v. Group W Productions, 18 Cal. 4th 200 (Cal. 1998), a rescue helicopter

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containing a nurse equipped with a microphone and a cameraman employed by the defendant TV station was sent to the scene of plaintiffs' accident. Footage of the accident was later broadcast. In reversing summary judgment for defendants on a claim of intrusion, the court stated that the tort of intrusion "encompasses unconsented-to physical intrusion into the home, hospital room or other place the privacy of which is legally recognized, as well as unwarranted sensory intrusions such as eavesdropping, wiretapping, and visual or photographic spying." *Id.* at 230-31.

WITKIN, at 964 also cites shadowing and trailing, use of internet cookies and other "spyware," HIV testing without consent, a retailer's surveillance of fitting or dressing rooms, and eavesdropping on telephones as examples of actionable intrusion. *Id.*

Each and every example set forth above involves some type of physical or electronic intrusion clearly distinguishable from the instant case. Whether defendants were intruding on plaintiff's hospital room or private home, intruding into an accident scene and videotaping plaintiffs, intruding into plaintiff's privacy through the use of plaintiff's internet cookies, or intruding by eavesdropping into plaintiff's conversations, the cases all involve some intrusion into a private space or zone. Here, plaintiff's sole contention is that Chase made telephone calls asking when plaintiff was going to pay, and sent mail to plaintiff regarding his credit card accounts. No case has ever held that a mailbox or telephone line is a private place protected from intrusion. Indeed, when one erects a mailbox in front of one's house one is inviting mail, even if unsolicited. It is, moreover, the Postal Service and not Chase that actually places the mail in the mail box. Moreover, there is nothing surreptitious or deceitful about Chase's communications with plaintiff. Thus, the allegations fall far short of the "unwarranted sensory intrusion," which, as explained by the *Shulman* court, would involve such activity as "eavesdropping, wiretapping, and visual or photographic spying." Schulman, at 230-31.

Thus, letters and telephone call plaintiffs allegedly received from Chase clearly do not constitute an intrusion into private place, conversation, or matter sufficient to meet the first element of a tort for intrusion into privacy.

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В. Chase's Alleged Communications Do Not Constitute "Highly Offensive" Intrusions

Plaintiffs have also failed to meet the second requirement that the intrusion must be highly offensive to a reasonable person. WITKIN, at p. 963. "A court determining the existence of 'offensiveness' would consider the degree of intrusion, the context, conduct and circumstances surrounding the intrusion as well as the intruder's motives and objectives, the setting into which he intrudes, and the expectations of those whose privacy is invaded." *Miller*, at 1483. Here, the Court has before it the content of the communications alleged, which, on their face, are not offensive.

The type of conduct that is regarded as highly offensive is well-described in the cases. As noted in the previous section, the *Miller* court held that reasonable people could regard the camera crew's intrusion into a private bedroom as "highly offensive." *Id.* at 1484.

Similarly, in *Shulman*, the conduct complained of was the recording of accident scenes including conversations between the nurse and the accident victims, and the later broadcasting of footage, all without the consent of the accident victims. In analyzing the offensiveness prong of an intrusion claim, the court held that a jury could find that a person who recorded a conversation "with a distressed, disoriented and severely injured patient, without the patient's knowledge or consent, acted with highly offensive disrespect for the patient's personal privacy" *Id.* at 238.

Likewise, in Sanchez-Scott v. Alza Pharmaceuticals, 86 Cal. App. 4th 365 (2001), a doctor's breast examination of a patient in front of a drug salesperson was an intrusion into private affairs, where the salesperson was introduced as "someone observing physician's work", and his true identity was not revealed to the plaintiff prior to the examination.

In Vescovo v. New Way Enterprises, Ltd., 60 Cal. App. 3d 582 (1976), plaintiffs sued defendants for the advertisement they published describing plaintiff: "Hot Lips -- Deep Throat Sexy young bored housewife Norma -- [plaintiffs' address]" and giving her first name and address. *Id.* at 585. As a result of the advertisement, plaintiffs alleged that they were harassed, annoyed, and frightened by numerous persons coming to plaintiffs' residence in response to the advertisement. Id. The court found that plaintiff had stated a cause of action for intrusion by

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alleging that defendants had published an advertisement "with intent and design to injure, disgrace and aggrieve plaintiff Frankie Renee Vescovo and disregarding the comfort of said plaintiff's life and the peace and tranquility of her mind, and to invade and impair the seclusion of said plaintiff's private life ..." *Id.* at 587.

The types of behavior which the courts find to be "highly offensive" for purposes of an intrusion claim are clearly distinguishable from the present case. The Court has before it the letters which were sent to plaintiffs and the telephone "log." As can be seen from the face of those communications, there is nothing contained in them that a reasonable person would find "offensive" under the circumstances. There is absolutely nothing in the letters or telephone log which constitute a "cavalier disregard for ordinary citizens' rights of privacy" (Miller, at 1484), a disrespect for plaintiffs' privacy (Schulman, at 238), or a disregard for the comfort of plaintiffs' life and peace of mind (Vescovo, at 587).

Thus, sending letters and calling a cardmember with regard to credit card accounts the cardmember entered into clearly does not constitute the type of intrusion which would be highly offensive to a reasonable person.

Because the facts alleged simply fail to establish the two elements of an intrusion tort, plaintiffs' third cause of action fails to state a claim upon which relief can be granted, and should be dismissed.

VIII. PLAINTIFF'S FOURTH CAUSE OF ACTION FOR TORT IN SE SHOULD BE TO THE EXTENT IT FAILS TO ALLEGE VIOLATION OF A STATUTORY DUTY OWED

Plaintiff's fourth cause of action alleges that Chase violated the statutory duty under the doctrine of tort in se in that it "engaged in an unlawful course of conduct in violations of the FDCPA, RFDCPA, California Civil Code Section §1708, California Civil Code Section §43." Complaint, ¶ 62. Because plaintiffs have plainly failed to allege violation of any statutory duty owed to them, their fourth cause of action should be stricken.

Plaintiff's Claims for Violations of the Federal FDCPA Fail A.

As stated above, plaintiff's tort in se claim fails to the extent it relies on alleged violations of the Federal FDCPA, because Chase does not meet the definition of "debt collector" under the RC1/5178507.1/WK1

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FDCPA.

В. Plaintiff's Claims for Violations of the California FDCPA Fail to the Extent They Rely on the Billing Statements Sent to Plaintiff

Again, as stated above, the majority of the communications are not relevant to this action. Further, billing statements are specifically exempted from communications considered harassing under the California FDCPA. Therefore, to the extent plaintiffs' tort in se claim alleges violations of the California FDCPA, the claim fails.

C. Plaintiff's Claim for Violation of California Civil Code § 43 and § 1708

Cal. Civ. Code § 43 states in pertinent part: "Every person has, subject to the qualifications and restrictions provided by law, the right of protection from bodily restraint or harm, from personal insult, from defamation, and from injury to his personal relations." Plaintiff, however, has failed to allege any insults, defamation or injury to his personal relations.

Cal. Civ. Code § 1708 states: "Every person is bound, without contract, to abstain from injuring the person or property of another, or infringing upon any of his or her rights." No injury to person or property is alleged.

In sum, plaintiff has not stated a cause of action for any violation of any statute. Their fourth cause of action for tort in se thus fails in its entirety.

IX. **CONCLUSION**

For the foregoing reasons, Chase respectfully requests that:

- All allegations of communications between Chase and Senobio Vidales and/or 1. Guadalupe Vidales, to the extent they reference credit card accounts or communications that are immaterial to the subject matter herein, be stricken;
- 2. Plaintiffs' first cause of action for violations of the Federal FDCPA be dismissed with prejudice;
- 3. Plaintiffs' second cause of action for violations of the California FDCPA be dismissed with prejudice;
- 4. Plaintiffs' third cause of action for intrusion upon seclusion be dismissed with prejudice; and

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Document 5-2

Filed 09/05/2008

Page 18 of 18

Case 3:08-cv-01535-JLS-JMA

EXHIBIT A

DOAN, LEVINSON & LILJEGREN, LLP 2850 Pio Pico Drive, Snite D Carlsbad, California 92008 Phone (760) 450-3333 • Fax (760) 720-6082 dllfirm.com

July 23, 2007

Chase PO Box 15123 Wilmington, DE 19850-5123

Re.

Debtor(s):Senobio Vidales Account No: 42668410

Soc Sec No: 342-22-8597,

To Whom It May Concern:

You are hereby notified the above named debtor(s) have retained the law firm of DOAIN, LEVINSON, & LILJEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must cease and desist all future communications with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) dispute the validity of the debt and refuse to pay. You now must obtain verification of the debt and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: stafus@debtwipeout.com;

FAX: (760) 720-6082; MAIL: address above

PHONE:(760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours-DOAN, LEVINSON & LILIEGREN, LLP

DOAN, LEVINSON & LILIBGREN, LLP 2850 Pio Pico Drive, Suite D Carlsbad, California 92008 Phone (760) 450-3333 • Fax (760) 720-6082 dilfirm.com

July 23, 2007

Chase/BankOne PO Box 15145 Wilmington, DE 19850

Re:

Debtor(s): Senobio Vidales

Account No: 42669020 Soc Sec No: 342-22-8597,

To Whom It May Concern:

You are liereby notified the above named debtor(s) have retained the law firm of DOAN. LEVINSON, & LILIEGREN, LLP with respect to an alleged debt you are attempting to collect. Accordingly, you must cease and desist all future communications with the above referenced Debtors(s) in accordance with California Civil Code Section 1788.14(c) and 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include, but are not limited to, all forms of communication by letter, phone, fax, email or any other means.

Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client.

Be advised the debtor(s) dispute the validity of the debt and refuse to pay. You now must obtain verification of the debt and send the same to both the consumer(s) and this office prior to any further collection efforts, pursuant to CCC 1788.17 and 15 U.S.C. 1692(g).

Please direct all future correspondence to our office by utilizing any of the following available channels:

EMAIL: status@debtwipeout.com;

PAX: (760) 720-6082; MAIL: address above

PHONE: (760) 450-3333 Ext 3 (during the hours of 8am to 10am, PDT, M-F).

Any further unlawful communication with our client(s) absent our express written consent will violate the above reference laws and result in a claim by the Debtor(s) against you for damages. Should the Debtor(s) file Bankruptcy, such a claim is an asset of the estate, must be disclosed, and will most likely result in an lawsuit against you.

We thank you in advance for your anticipated cooperation into this matter.

Very muly yours-DOAN, LEVINSON & LILJEGREN, LLP

Doan, Levinson & Liljegren, LLP 2850 Pic Picc Drive, Suite D Carlsbad, California 92008 Phone (760) 450-3333 * Fax (760) 720-6082 dlifirm.com .

August 22, 2007

Chase PO Box 15123 Wilmington, DE 19850-5123

Re:

Debtor(s):

Senobio Vidales and Guadalupe Vidales

Account No: 42668410

Soc Sec No:

342-22-8597, 342-22-8597

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now cease and desist any and all future communications with the above referenced Debtors(s) as required by California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) dispute the validity of the debt, refuse to pay, and require that you cease further communication with them pursuant to California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c). You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:

EMAIL:

status@debtwipeout.com;

FAX: (760) 720-6082;

MAIL: address above:

PHONE:

(760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan, Attornoy at Law

Doan, Levinson & Liljegren, LLP 2850 Pio Pico Drive, Suite D Carisbad, California 92008 Phone (760) 450-3333 • Fax (760) 720-6082 dilfirm.com

August 22, 2007

Chase/BankOne PO Box 15145 Wilmington, DE 19850

Re:

Debtor(s):

Senobio Vidales and Guadalupe Vidales

Account No: 42669020

Soc Sec No:

342-22-8597, 342-22-8597

To Whom It May Concern:

You are hereby notified the above referenced debtor(s) have retained our Law Firm with respect to an alleged debt you are attempting to collect. Accordingly, whether you are a collection agent or the original creditor, you must now cease and desist any and all future communications with the above referenced Debtors(s) as required by California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692b(6). Please note that such prohibited contacts include billing and account statements, collection letters, and any and all other forms of communication by letter, phone, fax, email, or any other means. Furthermore, you are prohibited from any contact directly or indirectly with any employer, family member, friend, neighbor, or creditor of our client(s).

You are also notified that the debtor(s) dispute the validity of the debt, refuse to pay, and require that you cease further communication with them pursuant to California Civil Code Section 1788.17 incorporating 15 U.S.C. Section 1692c(c). You may send all future billing statements as required by the FCBA to our office.

All future communications and correspondence must go through our office via any of the following:

EMAIL:

status@debtwipeout.com;

FAX: (760) 720-6082: MAIL: address above;

PHONE:

(760) 450-3333 Ext 3 (during the hours of 8am to 12pm, PDT, M-F).

Any further communication with our client(s) absent our express written consent will violate the above reference laws and may result in a lawsuit against you for actual and damages, including attorney fees and costs. If you have policies and procedures which conflict with the forgoing laws, please make the appropriate adjustments to comply with the laws.

We thank you in advance for your anticipated cooperation into this matter.

Very truly yours

Michael G. Doan Attorney at Law

EXHIBIT B

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www.chaee.com/oreditgerds

Your account is closed. Please continue to make monthly payments by the due date until your bajance is paid in full

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P.O. Box 54014
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Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

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CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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09/22/07 577.00

CUSTOMER SERVICE 1-800-945-2000 In U.S. 1-888-446-3308 Español 1-800-955-8060

TOD Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4389 8599

Previous Balance Payment, Credits Finance Charges New Balance

61,407.95 -\$159.47 +\$7,08 \$1,305.56 Total Oredit Line Available Credit Cash Access Line Available for Cash \$2,000 \$1,694 \$600

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Falatine, IL 60094-4014

VISIT US AT: www.ohase.com/crediticards

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

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FINANCE CHARGES

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such as each advance and balance transfer less - expressed as a percentage.

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	New Balance \$764,12		Due Date 09/27/07	Past Due Amount \$0.00	Minimum Pays and \$27.94	٠	CHASEO
	Amount Enclosed	£	,	Make your check pay New address or 6-mail	Vable to Chase Card Sen it? Print on pack	rices.	

47857 BEX 2 24507 D.
GUADALUPE VIDALES:
4101 BRITTANY ST APT 128
BAKERSFIELD CA 933 12-2368

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CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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#500016028# 40607800971141#

CHASEO

Opening/Closing Date: Payment Due Date: Minimum Payment Due:

08/03/07 - D9/02/07 09/27/07 \$27.94

CUSTOMER SERVICE In U.S. 1-800-945-2000 Español 1-888-446-3908 TDD 1-800-925-8050

Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

 Previous Balance
 \$858.77
 Total Credit Line
 \$2,000

 Payment, Oredits
 -\$99.41
 Available Credit
 \$1.285

 Finance Charges
 +\$4.75
 Cash Access Line
 \$2,000

 New Batance
 \$764.12
 Available for Cash
 \$1,235

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Falatine, IL 60094-4014

VISIT US AT:

TRANSACTIONS

Trans			· · · · · · · · · · · · · · · · · · ·		
		Administration of the second o		Amount	
Care Leich		Merchani Name or Transaction Description		Credit	Debit
08/00 12212	214200000051189334	PAYMENT - THANK YOU			
	334200000052364414		,	650.35	
00/2 1 12002	20452000000005304414	PAYMENT - THANK YOU		49.05	

FINANCE CHARGES

Calegory Purchases Cash advances	Daily Periodic Rate 21 days in cycle ,01918% .01918%	Corresp APR 7,00% 7,00%	Average Daily Balance \$0,00 \$729.94	Finance Charge Due To Periodic Rate \$0.00 \$4.76	Transsollon Fee \$0,00 \$0.00	Accumulated Fin Charge \$0.00 \$0.00	FINANCE CHARGES S0.00 \$4.76
Total finance of	ierges				•	***************************************	\$4.76

Effective Annual Percentage Rate (APR): 7.00%

Please see Information About Your Account section for balance computation method, grace period and other important information.

The Corresponding APR is the case of interest your power and a section of the corresponding APR is the case of interest your power and a section of the case of interest your power and a section of the case of interest your power and a section of the case of interest your power and a section of the case of interest your power and a section of the case of t

The Corresponding APR is the rate of interest you pay when you carry a belance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such advance and balance transfer fees - expressed as a percentage.

IMPORTANT NEWS

New Balance	Par -nt Due Date	Past Due Amount	Minimum, Paym	CHASE (
\$286.35		\$15.00	\$35,	
Amoun) Enclosed	Š .	New addless of e-ma	yable to Chase Card Sérvice I? Print on pact.	us.

42655550446247050000360000028038000000L

14450 REX 7.28707 D GUADALUPE VIDALES 4101 BRITTANY ST APT 1.28 BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

Namelhallandhahdahdahdahdahdahdahd

#500016028# 20410446247059#



Opening/Closing Date: Payment Due Date: Minimum Payment Due: 08/25/07 - 09/24/07 10/19/07 \$35.00 CUSTOMER SERVICE 1-800-945-2000 in U.S. 1-888-440-0000 Español

1-800-955-8060 TOD Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-82DD

VISA ACCOUNT SUMMARY

Account Number: 4286 8510 4462 4705

ACCOUNT INQUIRIES

Previous Balance Finance Charges New Balance

\$278.94 -51.44 \$280.38 Total Credit Line Available Credit Cash Access Line Available for Cash \$500 \$219 \$100 30

P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT: www.ohgse.com/creditcards

Your account to closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

Category Purchases Cash advance	Daily Feriodic Rate 81 days in cycle .01644% .01644%	APR 6.00%	Finance Charge Due To Periodic Rate \$0.86 \$0.58	Transaction Fée \$0,00 \$6.00	Accumulated Fin Charge \$0.00 \$0.00	CHARGES SO.85 SO.56
WMD21 - 4 - 1444 - 144	•					81.44

Total linance charges

6.00%

Effective Annual Percentage Rate (APR): Please see Information About Your Account section for balance computation method, grade period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category

The Effective APR represents your total finance charges - including transaction tees such as cash advance and balance transler lees - expressed as a percentage.



Opening/Closing Date: Payment Dus Date. Minimum Payment Due! 08/27/07 - 09/25/07 \$806.06 CUSTOMER SERVICE 1-800-945-2000

in U.S. 1-885-446-3308 Español 1-800-955-8060 TOD Pay by phone 1-800-438-7958 Outside U.S. call collect

1-802-594-8200

Account Number: 4265 8410 8581 5361 VISA ACCOUNT SUMMARY \$7,000 \$2,084.33 Total Credit Line Previous Balance +\$97.74 Available Credit 50 Purchases, Cash, Debits CADO Cesh Access Line - 854.99 Finance Charges Available for Oash 533 \$2,287.05

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.D. Box 94014 Felatine, IL 60094-4014

VISIT US AT: www.chase.com/credicards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-886-792-7547 (collect 1-302-594-8200) loday.

Your account is dozed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS

New Balance

IHANSACTIONS		Amo	oursi
Trans Date: Reference Number	Merchant Name or Transaction Description	Credit	Debit
Date Reference Number			\$39,00
09/20	LATE FIEE		\$9.00
	OVERLIMIT FEE PAYMENT PROTECTOR 1-886-314-4371		19.74
09/26	BAYMENI PROTECTOR FORD 3		

FINANCE CHARGES

Category Purchases Cash advances	Daily Periodic Rate C 31 days in cycle V .08216% V .08216%	APR 20 99% 29,99%	Average Dally Balance \$301,22 \$572,76	Finance Charge Due To Periodic Flate \$7.68 \$14.77 \$32.54	Transaction Fee \$0.00 \$0.00 \$0.00	Accumulated Fin Öherge \$0.00 \$0.00 \$0.00	FINANCE CHARGES \$7.6B \$14.77 \$32.54
Convenience of		29,99%	\$1,277.54	\$32.54	\$0.07	سب بس	\$54.99

Total finance charges

Effective Annual Percentage Rate (APR):

29,99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction lees such as cash advance and balance transfer fees - expressed as a percentage.

New Balance Francial Due Date Past Due Amount CHASEO 5131224 10/23/07 \$77.00 Make your check payable to Chase C New address or e-mail? Print on back, Çuro Services. Amount Enclosed

42FP9204384824400001275400007375540000000

02706 BEX 227107 D GUADALUPE VIDALES 4101 BRITTANY ST APT 128 BAKERSFIELD CA 92312-2358

البيراليرا النبيليا السيبالية البيراني الساليا الساليا CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 50094-4014

Military Marie Marie Landol and Landon Landon Marie Land Landon Marie Landon La

\$1,305,56

51,312,24

456.68

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Opening/Glosing Date: Payment Due Date: Minimum Payment Due 08/29/07 - 09/28/07 CUSTOMER SERVICE 10/23/07 \$154.00

30

In U.S. 1-800-945-2000 Español 1-886-446-330B TDD 1-800-955-8060 Pay by phone 1-800-435-7958 Outside U.S. call collect

1-302-594-8200

VISA ACCOUNT SUMMARY Previous Balance

Finance Charges

New Balance

Account Number: 4286 8510 4389 8599

Total Credit Line \$3,000 \$1,687

Available Gredit Cash Access Line \$600 Available for Cash

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palaline, IL 50094-4014

VISIT US AT: www.chase.com/oreditcards

Your account is closed. Please continue to make monthly payments by the due date until your balanco is paid in full,

FINANCE CHARGES

Category Purchases	Onlly Periodic Flate (81 days in cycle .01644%	Conesp. APR 6.00%	Average Dally Balarice \$628.33	Finance Charge Due To Periodic Rate \$3,21	Transaction Fee \$0,00	Accumulated Fin Charge	FINANCE CHARGES
Cash advances	14.0 13.0	6.00%	\$680.44	\$3,47	\$0.00	\$0.00 \$0.00	\$3.21 \$3.47
Total linance phy	aig e s					******	22.27

Effective Annual Percentage Rate (APR):

6,00%

Please see Information About Your Account section for balance computation method, grace period, and other important information The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total linence charges - including transaction fees such as cash advance and balance transfer less - expressed as a percentage.

Statement	ior ecceun! numbe	er: 5183 S707 800	5 7114	
			Minimum Payisiad \$55.88	CHASE
Amount Enclosed	4	Make your check pa New address or 8-ma	yabie to Chase Čard Servio 17 Frim on pack	सङ्

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GEST BEX 2 27507 D GUADALUPE VIDALES 4101 BRITTANY ST APT 128 BAKERSFIELD CA 93312-2368

CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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05000160280 40607800971141m

CHASE O

Opening/Closing Date: Payment Due Date: Minimum Payment Due:

05/03/07 - 10/02/07 10/27/67 \$55.88

CUSTOMER SERVICE In U.S. 1-800-945-2000

Español 1+886-446-3308 TDD 1-800-955-8060 Pay by phone 1-800-496-7958 Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance Finance Charges New Balance \$764.12 +\$4.41 \$768.55 Total Credit Line Available Credit Cash Access Line Available for Cash \$2,000 \$1,231 \$2,000 \$0

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT:

FINANCE CHARGES

				Finance Charge			
Category)	Daily Portodic Rate 30 days in cycle		Average Cally Balance	Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01918%	7.00%	\$0.00	\$0,00	570,00	50.00	\$0.00
Cash advances	.01916%	7.00%	\$756,24	\$4.41	50.00	\$0.00	\$4.41
	•						
Total imande of	arges						\$4.41

Effective Annual Percentage Rate (APR):

7.00%

Please see Information Adout Your Account section for balance computation method, grade period, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction lees such as cash advance and batance transfer toes - expressed as a percentage.

THASE CO

Maramum Fayment Past Due Amount Payment Due Date New Balance \$35.00 554 \$28:77 11/18/07 Make your check payable in Chase Card Services. New address or 6-mail? Print on back Amount Enclosed

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16783 BEX 2 28707 D GUADALUPE VIDALES 4101 BRITTANY ST APT 128 BAKERSFIELD CA 93512-2368

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\$280,38

+\$1,39

\$281.77

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CHASE O

Opening/Clusting Date: Payment Due Date: Winimum Payment Due.

09/25/07 - 10/24/07 11/18/07

CUSTOMER SERVICE 1-800-946-2000 In U.S. \$54,00 Español 1-RRE-446-SSOE 1-800-955-8060 TOD

Pay by phone 1-800-496-7958 Outside U.S call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance:

Finance Charges

New Balance

Account Number: 4266 8510 4462 470\$

ACCOUNT INQUIRIES \$500 P.O. Box 15298

Total Credit Line \$218 Available Credit £100 Cash Access Line \$30 Available for Cash

Wilmington, DE 19850-5298 PAYMENT ADDRESS

P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT: www.chase.com/prediicards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (golieci 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

FINANCE CHARGES

	Daily-Periodic,Rate		Average Daily Balarice	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE, CHARGES
Category Furchases Cash advances	.01644%	%00,8 %00.8	5167,92 5113.12	\$0.83 \$0,56	99,08 99,02	\$0.00 \$0.00	\$0,62 \$0,56
Total linance of							\$1,39

Effective Annual Percentage Rate (APR):

6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total linance charges - including transaction less

such as cash advance and balance transfer less - expressed as a parcentage.

والأكاليد وسيع أنبذير وأووا وواوية والمسترك والارتباد والمستراد والسير

ACCOUNT NUMBER 6011 3800 1215 4530

A SUMMARY OF YOUR FINANCE CHARGES (EXCLUDING PROMOTIONAL OFFERS)

A Sulvasant: O	AVEHAGE DALLY BALANCE	DAILY PERIODIC RATE	NOMINAL ANNUAL PEROENTAGE RATE	FINANCE CHARGE	AMNUAL PERCENTAGE BATE	OYOUE NUMBER	STATEMENT OLOSING DATE
- Carrier Carrier (C. C.	95.71	.05476 %	18,99 %	1.57	19.00%		
PURCHASES	9895 H3	.07120 %	25,99 %	98 . F0	*	30	08/09/07

ACCESS TO YOUR CASH LINE IS FAST AND EASY AT YOUR NEAREST ATM ALL YOU NEED IS YOUR OARD AND PIN NUMBER DON'T HAVE & PIN NEED TO CHANGE YOUR PIN - CAN'T REMEMBER YOUR PIN? IT'S EASY JUST GIVE US A CALL AT 1-888-532-5774 FROM YOUR HOME PHONE NUMBER AND WE CAN TAKE CARE OF THAT FOR YOU.

1-27

экакетпеп'; for ecopunt number: 4266 8510 4389 8599

New Balance \$1,318,74 ent Due Date 11/22/07 Pest Due Amount Minimum \$154.00

am Pay, . \$231.00 CHASEO

Amount Enclosed

\$.

Make your check payable to Chase Card Services . New address or s-mail? Print on back.

426685204387859900023200001318740000003

10976 BEX Z30107 D GUADALUPE VIDALES 4101 BRITTANY ST APT 128 BAKERSFIELD CA 93312-Z368 CARDMEMBER SERVICE PO BDX 94014 PALATINE IL 60094-4014

Bilindhalkardirlahdadadadadadadakalala

\$1,318.74

#5000 160 284 204 104 38 98 5 9 9 6 m

CHASE O

Opening/Closing Date: Payment Due Date: Minimum Payment Due: 09/29/07 - 1'0/28/07 1 1/22/07 \$231.00

CUSTOMER SERVICE

Español 1-858-446-3308 TDD 1-800-955-8060 Pay by phòne 1-800-436-7958

Outside U.S. cali collect 1-302-594-8200

VISA	ACCC	TNUC	SUMN	IARY
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			

Previous Balance

Finance Charges

New Balance

Y Account Number: 4266 8510 4389 8599

51,312.24 Total Credit Line \$3,000

+\$6,50 Available Credit \$1,681

Available Credit \$1,681
Cash Access Line \$500
Available for Cash \$0

ACCOUNT INQUIRIES P.O. Box 15298

Wirnington, DE 19850-5298

PAYMENT ADDRESS P.D. Box 94014 Palatine, IL 60054-4014

VISIT US AT: www.chase.com/creditoards

Your credit card account is past due, Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by fire due date until your balance is paid in full.

FINANCE CHARGES

•				Finance Charge			
Calegory	Daily Periodic Rate 39 days in cycle		Average Daily. Balance	Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases	.01644%	6.00%	\$631.50	\$3.12	\$9.00	\$0.00	\$3,12
Cash advances	.01644%	6.00%	\$583.87	\$3.38	\$0,00	\$0.00	\$3.38
Total linance ch	arges						\$6.50

Effective Annual Percentage Rate (APR);

6.00%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you say when you carry a halance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as each advance and balance transfer fees - expressed as a percentage.

Į	Statement for accoun	n number, 5183 3707 8009	7114	
	New Balance Timent Di 5773.12	ue Dale Pasi Due Ambuni 1/27/07 555.88		CHASEO
	American Statistics	Make your check pay	able to Chase Card Services	

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74945 BEN 2 30507 D GUADALLIPE VIDALES 4101 BRITTANY ST APT 126 BAKERSFIELD CA 83312-2358

CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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CHASE O

Opening/Olosing Date: Payment Due Date: Minimum Payment Due! 10/03/07 - 7 1/02/07 CUSTOMER SERVICE 11/27/07 In U.S. 1-800-945

CUSTOMER SERVICE
In U.S. 1-800-945-2000
Español 1-886-446-3308
TOD Language.

TDD 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. pall collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance Finance Charges New Balance \$768.53 +\$4.59 \$773.12

Total Credit Line Avaliable Gredit Cash Access Line Available for Cash \$2,000 \$1,225 \$2,000

\$83.82

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT:

www.chese.com/cred/loards

Your credit card account is past due. Please send payment immediately. Call 1-800-955-8030 (collect 1-302-594-8200) today.

FINANCE CHARGES

				Finance Charge			
Calegory	Daily Periodic Rate 31 days in cycle		Average Delly Balance	Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINÂNCE. CHARGES
Purchases	.01918%		\$0.00	\$0.00	\$0,00	\$5.00	\$0.00
Cash advances	#31ero.	7.00%	\$770.74	\$4.59	20.00	\$0.00	\$4.59
Total finance ci	žeotsi						54.54

Effective Annual Percentage Rate (APR):

7.00%

Please see information About Your Account section for balance computation method, grace period, and other important information. The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Ellicotive APR represents your total lineance charges - including transaction fees such as each advance and balance transfer less - expressed as a percentage.

New Balance	Payment Due Dare	Pasi Due Amount	Minimum Peymant	CHASE G
\$2,472,44	12/21/07	\$686.00	\$1,285 Ar	
Amount Enclosed	\$	Make your check pa New address or e-ma	yable to Chase Caro veryice My Print on back.	

426684108561536100128544002472440000005

5145 BEX Z 83007 D SENOBIO VIDALES 201 LOS ARBOLITOS BLVD APT 10 UCEANSIDE CA 82054-1658 المصالحية المساجية المستراث المساجي المساعد والسائد المسائد CARDMEMBER SERVICE

PO BOX 94014 PALATINE IL 60094-4014

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20310858153615# 45000 160 284

THASE

VISA ACCOUNT SUMMARY

Opening/Closing Date: ayment Due Date: Minimum Payment Due: 10/27/07 - 11/26/07 12/21/07 \$1,285.44

CUSTOMER SERVICE 1-800-945-2000 In U.S. 1-888-446-3308 Español 1-800-955-8050 TOD Pay by phone 1-800-436-7958 Outside U.S. call collect

1-302-594-8200

Account Number: 4266 8410 8581 5361

Previous Balance Purchases, Cash, Debits Finance Charges New Balance

\$2,372.04 +\$39.00 +561.40 \$2,472.44

\$2,000 Total Gradit Line 30 Available Crade \$400 Cash Access Line 30 Available for Cash

ACCOUNT INQUIRIES. P.O. Box 15298 Wilmington, DE 19850-6298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT: www.chase.com/creditcards

The critistanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full.

TRANSACTIONS	TI	34	N\$	AC	IJ	ONS
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Trans	Merchant Name or Transaction Description	Credit	Debli
Date Reference Number		 	239.00
11/20	LATE FEE		

FINANCE CHARGES

	Daily Periodic Frate		Average Daily	Finance Charge Due To Periodio Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Category Furchases Cash advence Convenience		28,99% 28,99%	Balance \$457.59 \$509.56 \$1,343.18	\$11,65 \$15,53 \$34,21	\$0.00 \$0.00 \$0.00	\$0,00 \$0,00 \$0,00	\$11,66 \$16,53 \$34,21 \$61,40

Total injende charges

Effective Annual Percentage Rate (APR):

29.99%

Please see Information About Your Account section for balance computation method, grace penot, and other important information;

The Corresponding APR is the rate of interest you pay when you carry a balance on arry transaction category.

The Effective APR represents your total finance charges - including transection fees

such as cash advance and balance translar lines - expressed as a percentage

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### ### #### #### #### ###############		Primer! Due D	ate Fest D	iue Amount Minimu			CHASE O
CHASE O Payment Due: 10/29/07 - 11/29/07 -	Amount Enclosed	\$.	řížke y New ad	our check payable to O ocas or e-mail? Print or	nese Dard Servi Dask,	cės.	
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CHASE Payment Due: 10/29/07 - 11/28/07 - 11/	AVE AVE	DALUPE VIDALI BRITTANY STA PISPIELD CA 99	3,12-2358	rdoluddhaladd	lillailliall	C P	ARDMEMBER SERVICE
Payment Due Date: 12/29/77 Minimum Payment Due: \$296,00 S296,00 LUS: 1-800-945-2000 Español 1-888-446-3308, TDD 1-800-955-8060 Pay by phone 1-800-455-8060 Pay by phone 1-800-456-8060 Pay by phone 1-800-4660 Pay by	·	::5000	160 281	2041043	8.48599	Ę n.	
Prévious Balance \$1,318.74 Total Credit Line \$3,000 Purchases, Cash, Debits +\$35.00 Available Credit \$3,000 Pinance Charges +\$16.99 Cash Access Line \$3,000 PAYMENT ADDRESS P.O. Box 16296 Wilmington, DE 19850-5296 PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 50094-4014 Pa			Payi Mini	ment Due Date: mum Peyment Due:		12/23/07 \$296,00	In U.S. 1-800-945-2000 Español 1-888-446-3308 TDD 1-800-955-8060 Pay by phone 1-800-436-7958 Outside U.S. call collect
Finance Charges	Previous Balance			,	r: 4266 8510 4		
VISIT US AT: winder charge privileges on your credit card account have been revoked. You no longer have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) loday. Your account is plosed Please continue to make monthly payments by the due date until your balance is paid in full. TRANSACTIONS Trans Date Reference Number Merchant Marrie or Transaction Description Credit De	Finance Charges	Debits	+\$16.99	Available Credit Cash Access Line		\$1,629 \$600	Wilmington, DE 19850-5298 PAYMENT ADDRESS P.O. Box 94014
1-800-955-8030 (collect 1-302-594-8200) loday. Your account is closed. Please continue to make monthly payments by the due date until your batance is paid in full. TRANSACTIONS Trans Date Reference Number Merchant Marrie or Transaction Description. Credit De							VISIT US AT:
TRANSACTIONS Trans Date Reference Number Merchant Name or Transaction Description Credit De 11/23 LATE FEE				It have been revoked. ses. We can help you	you no longer in	ave the	**
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	11/23						\$35.0
				Finance	٠	···	

				Finance Charge		······································	
Category Purchases	Daily Periodic Fiele (81 days in cycle .04107%	Corresp. APR 14,99%	Average Daily Balance \$643.81	Due To Periodic Rate Sc.20	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Cash advances	.04107%	14,99%	\$589,65	\$8.79	00,02 00,08	30,08 90,08	\$8,20 \$8,79
Total linance of	e de e					*****	\$15.99

Effective Annual Percentage Rate (APR):

14,99%

Please see Information About Your Account section for balance computation method, grace period, and other important information

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total linance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

	2 2.0			•
	or account numbe	r: 5183 3707 800	97114 _	
New Balaride \$821,15	ment Due Dats 12/27/07	Past Due Amount \$83.82	Minimum Pea1 \$1\$582	CHASE O
Amouni Enclosed	\$	New address or e-mail	/able to Onase Card Services, Frint on back.	

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CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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CHASE O

Opening/Closing Date: Payment Due Date: Minimum Payment Due:

11/03/07 - 12/02/07 12/27/07 \$139.82

CUSTOMER SERVICE in U.S. 1-500-545-2000 Español 1-886-446-3308 TDD 1-800-55-8050 Pay by phone 1-800-55-8050

Pay by phone 1-800-436-7958 Outside U.S. call collect 1-302-594-5200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance \$773.12 Total Credit Line \$2,000 Purchases, Cash, Debits +\$39.00 Available Credit \$1,178 Finance Charges 459.03 \$2,000 Cash Access Line New Balance \$621.15 Available for Cast SO

ACCOUNT INQUIRIES P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

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The charge privileges on your credit card account have been revoked. You no tonger have the ability to use your credit card account for purchases. We can help you get back on track. Call 1-800-955-8030 (collect 1-302-594-8200) today.

TRANSACTIONS

			
Trans		Amot	ant
Date Heterence Number	Merchant Name or Transaction Description	Credit	Debit
11/26	LATE FEE		\$39.00

FINANCE CHARGES

Calegory	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Dally Balance	Finance Charge Due To Periodic Rate	Transaction Fee	Accumulated Fin Charge	FINANCE CHARGES
Purchases Cash advances	.03836% .03836%	14.00% 14.00%	\$6,50 \$777,43	\$0.08 \$8 95	\$0,00 \$0,00	\$0.00 \$0.00	\$0.06 \$8.95
Total linance of	naiges			,			\$9.03

Effective Annual Percentage Trate (APR):

14.00%

Please see information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APH is the rate of interest you pay when you carry a balance on any transaction datagory.

The Effective APH represents your total finance charges - including transaction less such as each advance and balance transfer fees - expressed as a percentage.

Statement for acco

number: 4266 8510 4462 4705

New Balance \$354.65 Payment Dun Date 01/16/08

Past Due Amount 995.00

Minimum Fayment 5141.00

Amount Englosed

Make your check payable to Chase Card Services New address or e-mail? Print on pack

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CARDIMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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\$320.48

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+\$8.15

\$363,63

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CHASE O

Opening/Closing Date. Payment Due Date Minimum Payment Due

Available for Cash

11/25/07 12/24/07

01/18/05 \$141.00

CUSTOMER SERVICE

1-800-945-2000 In U.S. 1 868 446 3308 Escanol 1-800-955-8060 TDD Pay by phone 1-800-436-7958 Outside U.S. cell collect

1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance

Finance Charges

New Balance

Purchases, Cash. Debits

Account Number: 4256 8510 4462 4705

\$500 Total Credit Line \$136 Available Credit Cash Access Line \$100 50

ACCOUNT INOUIRIES P.O. Bux 15298

Wilmington, DE 19850-5298 PAYMENT ADDRESS

P.O. Box 94014 Palaune IL 60094-4014

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You haven't made the required payments and your credit card account is 90 days paist due. As a result, your credit bureau may be updated with a negative rating. Please send your payment immediately or call us at 1-800-955-8030 (collect 1-302-594-8200) loday #

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in juli

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New Balance \$1,422,80 Payme

Past Due Amount nali \$298 **0**0 2/0E

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Amount Enclosed

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CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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CHASEO

Opening/Closing Date Payment Due Date Minimum Payment Due. 11/29/07 - 12/28/07 CUSTOMER SERVICE 01/22/08

In U.S. \$362.00 Español TDD

1-800-945-2000 1-88E-446-3308 1-800-955-8060

Pay by phone 1-600-406-7956 Outside U.S. call collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Account Number: 4266 8516 4389 8599

ACCOUNT INQUIRIES

Previous Balance Purchases: Cash, Debits Finance Charges **New Balance**

\$1,370.73 +\$35,00 +\$17.07 \$1,422,80

Total Credit Line Available Credit Cash Access Line Available for Cash 000,02 \$1,577 \$600 SO

P.O. Box 15298 Wilmington, DE 19850-5296

PAYMENT ADDRESS P.O Box 94014 Palatine, IL 60094-4014

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Your eccount is closed. Please continue to make monthly payments by the due date until your balance is paid in full

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cash advance of check transaction in the amounts stated in your drance charges, and a transaction finance charge for each calance transfer minimum grands in any ording syds in which you ows any pondoin n et meine de l'antimente, de membre de l'ene et l'ene et one ARK prilbhodeships on one other ship ship animistor of oscernightm and xoon. We have the a pendulic rate on this present that the thing the price and the is a start it gater automed vind smist art; they esmotiated marstin anidnic? demonstration escape tesponestic transfer transfer established mindes ("dines timesaritori" outrinses, oslonos timisleta, cash advances sach isnitus is q., uslance franslationvenience checks and cash toysince to the someothe manner are nature seen about she more on pruza Explair consile alimited structures the capract consile in nationaliza-

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Statement for acco

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Payment Due Date 01.27/08 Rest Due Amount 5139 82

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Amount Enclosed

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Make your check payable to Chase Card Services New Bridest or e-mail? Find on book

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STEAL BEY CAREL GUADALUPE VIDALES A1D) BRITTANY ST APT 128 BAKERSPIELD CA 93312-2368

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THASEO

Opening/Closing Date. Payment Due Date. Minimum Payment Due 12/03/07 - 01/02/08 CUSTOMER SERVICE 01/27/08 \$208.82

In U.S. 1-800-945-2000 1-888-446-3308 Español

1-800-955-8060 TOD Pay by phone 1-800-436-7956 Outside U.S. call collect 1-302-594-8200

MASTERCARD ACCOUNT SUMMARY Account Number: 5183 3707 8009 7114

Previous Balance Purchases Casti Debits Finance Charges New Balance

\$821.15 +\$39.00 +\$21.37 \$881.52 Total Credit Line Available Credit Cash Access Line Available for Cash \$2,000 \$1,118 \$2,000 50

Wilmington, DE 19650-5298 PAYMENT AUDRESS

ACCOUNT INQUIRIES

P.O. Box 15298

P.O. Box 94014 Peletine IL 60094-4014

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The new APR and promotional rate expiration reflected on this statement is a result of a tate payment on your account. For your convenience, you can always pay online by accessing our

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>Laterne⊓t for account number: 4266 8510 4462 4705

New Balance \$400,22

. Date /13/08 Fas! Due Amount \$141.00

Vanumum Payment 5169.00 CHASE

Amount Enclosed

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CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

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CHASE C

Opening/Closing Date Payment Due Date:

Minimum Payment Due:

02/13/08 \$169.00

12/25/07 - 01/24/08 CUSTOMER SERVICE

In U.S. Español TDD

1-800-945-2000 1-B86-446-3306 1-800-955-8060

1-302-594-8200

Pay by phone 1-800-435-7958 Outside U.S. call collect

VISA ACCOUNT SUMMARY

Account Number: 4266 8510 4462 4705

ACCOUNT INQUIRIES P.O. Box 15298

\$363,63 Previous Balance Total Credit Line \$500 Purchases, Cash, Debits +\$35.00 Available Credit 891 Finance Charges +59.59 Cash Access Line \$100 Available for Cash New Balance 5408 22

Wilmington, DE 19850-5298 PAYMENT ADDRESS

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Statement for accl

imber: 4266 8510 4389 8599

\$1 494.70

New Balance Payment Due Date 02/22/0P Pest Due Amount Minimum Payment \$362.00

\$448.00

CHASEO

Amount Englosed

Make your check payable to Chase Card Services. New address of e-mail? Print on back

425685104389859900044800001494700000002

10962 BEX 2 02000 D GUADALUPE VIDALES 4101 BRITTANY ST APT 128 BAKERSFIELD CA 93312-2358

البخنانية البنيانية الماليون والليناء أوارية والمراجية والمراكية

CARDMEMBER SERVICE PO BOX 94014 PALATINE IL 60094-4014

Hilian Hardina Harla International Landing Landing

\$1,422.80

+\$35.00

+\$36,90

\$1,494,70

20410438985996 # 5000 160 28#

CHASEO

Opening/Closing Date: Payment Due Date: Minimum Payment Due: 12/29/07 - 01/28/08 02/22/08 \$448,00 CUSTOMER SERVICE 1-800-945-2000

In U.S. 1-886-446-3308 Español 1-800-955-8060 TOD

Pay by phone 1-800-436-7958 Outside U.S. cali collect 1-302-594-8200

VISA ACCOUNT SUMMARY

Previous Balance

Finance Charges

New Bulance

Purchases, Cash, Debits

Account Number: 4256 8510 4389 8598

Total Credit Line \$3,000 \$1,505 Available Credit \$600 Cash Access Line Available for Cash

ACCOUNT INQUIRIES

P.O. Box 15298 Wilmington, DE 19850-5298

PAYMENT ADDRESS P.O. Box 94014 Palatine, IL 60094-4014

VISIT US AT:

www.chase.com/creditoards

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

Your account is closed. Please continue to make monthly payments by the due date until your balance is paid in full

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Page 29 of 34

EXHIBIT C

Cardmember Service P.O. Box 15548 Wilmington, DE 19886-5548



August 01, 2007

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RE: Your account ending in 7619

Dear Semobio Vidales,

As your credit card company, we value your business and want you to be completely satisfied with the servicing of your credit card account

We want to inform you that we've received your communication concerning your credit card account. If we have questions about your request, we'll contact you.

If you have any additional questions or, if we can help in any other way, you can call us at 1-886-497-7093 Monday - Friday, 6 AM - 5 PM (EST).

sincerely.

Customer Support Division

Account is owned by Chase Earth USA, N.A. Calls may be monitored and/or recorded to ensure the highest level of quality service. Cardmember Service P.O. Box 15548 Wilmington, DE 19888-5548 CHASE O

November 02, 2007

الليما بالبيانية والمائية المائية المسالية المسالية

ABIAB ROS DUI COT 20507 - HANNINGHINNINGK Guadalupe Vidales 4101 Brittany St Apt 128 Bakersfield CA 93312-2368

Amount Due: \$231.00



RE: Your account ending in 8599

Dear Guadalupe Vidales:

We've noticed that your credit card account is at least 35 days past due.

If you've already sent your payment, please accept our thanks and disregard this notice. If you haven't yet sent your payment, please send us the past due amount of \$231.00 today. We have convenient payment options. You can:

- Mail a check to the address noted on your billing statement and remember to include your full account number on your check.
- Visit out Web site at www.cardmemberservices.com to make your payment online.

We look forward to continuing to serve you in the future,

Sincerely,

Rina Carroll Customer Support Division

EXHIBIT D

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Filed 09/05/2008

Page 1 of 3

Case 3:08-cv-01535-JLS-JMA

1 **CASE NAME:** Vidales v. Chase Bank USA, N.A. 2 **ACTION NO.: 08 CV 1535 JLS JMA** 3 PROOF OF SERVICE 1. At the time of service I was over 18 years of age and not a party to this action. 4 5 2. My business address is 201 Spear Street, Suite 1000, San Francisco, CA 94105. 6 3. On September 5, 2008, I served the following documents: 7 NOTICE OF MOTION AND MOTION TO STRIKE [FED. R. CIV. P. 12(f)] AND TO **DISMISS [FED. R. CIV. P. 12(b)(6)]** 8 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO 9 STRIKE [FED. R. CIV. P. 12(f)] AND TO DISMISS [FED. R. CIV. P. 12(b)(6)] [PROPOSED] ORDER GRANTING DEFENDANT'S MOTION TO STRIKE [FED. R. 10 CIV. P. 12(f) AND TO DISMISS [FED. R. CIV. P. 12(b)(6)] 11 4. I served the documents on the persons at the address below (along with their fax numbers 12 and/or email addresses if service was by fax or email): 13 Attorneys for plaintiff Matthew M. McCormick, Esq. DOAN LAW FIRM, LLP 14 2850 Pio Pico Drive, Suite D 15 Carlsbad, CA 92008 Telephone: (760) 450-3333 Facsimile: (760) 720-6082 16 E-mail: matt@doanlaw.com 17 5. I served the documents by the following means: 18 a. **By** United States mail: I enclosed the documents in a sealed envelope or package 19 addressed to the persons at the addresses specified in item 4 and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this 20 business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of 21 business with the United States Postal Service, in a sealed envelope with postage fully prepaid. 22 b. D By overnight delivery: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 4. 23 I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier. 24 c. D By email or electronic transmission: Based on an agreement between the parties 25 and/or as a courtesy, I sent the documents to the persons at the email addresses listed in item 4. I did not receive, within a reasonable time after the transmission, any electronic message or other 26 indication that the transmission was unsuccessful. 27 28 RC1/5178549.1/MB6

CALIFORNIA

Document 5-4

Case 3:08-cv-01535-JLS-JMA

Filed 09/05/2008

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